

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 23	
2. Amendment/Modification No.  P00009		3. Effective Date  2003MAR31		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM AMSTA-AQ-ALDB LENNIE SCHWERDTFEGER (586)574-8144 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: SCHWERDL@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA MIDDLE EAST (KUWAIT) AMERICAN EMBASSY - KSO UNIT 69000, BOX 24 APO AE 09880-9000		Code SKW001	
				SCD A PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  KUWAIT DYNAMICS LTD SUBHAN INDUSTRIAL AREA STREET NO 105 SECTION 47 AREA NO 7 P. O. BOX 23575 SAFAT 13096 KUWAIT  TYPE BUSINESS: Foreign Concern/Entity				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-01-C-M021	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2001MAR21	
Code SE254		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AD NET INCREASE: \$2,425,010.00							
FMS REQUIREMENT							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2004MAR31							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) RICHARD K. KULCZYCKI KULCZYCR@TACOM.ARMY.MIL (586)574-7299			
15B. Contractor/Offendor  (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed  2003MAR31	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification is to:
  - a. Extend contract period of performance to 30 September 2003 with additional 6 month option through 31 March, 2004 for Maintenance Supply and Support (MS&S).
  - b. Incorporate a schedule for the transfer of all maintenance and supply support responsibilities by unit (Battalion) from the contractor to the Kuwait Land Force (KLF).
  - c. Make miscellaneous administrative changes.
2. Paragraph C.2.1 is modified to reflect the transition schedule for maintenance and supply support responsibilities.
3. Paragraph C.2.1.2 is modified to make reference to the contract extension.
4. Paragraph C.2.1.3 is modified to make reference to the contract extension.
5. Paragraph C.2.1.4 is modified to reflect the deletion of the requirement to train two KLF representatives in the operation and maintenance of a central technical library. This requirement was met prior to 01 Apr 03.
6. Paragraph C.2.4 is modified to make reference to the contract extension.
7. Paragraph C.3 is modified to reflect briefing distribution through the COR.
8. Paragraph C.7.5.3 deletes reference to "Subhan" and in its place substitutes "the SSA Warehouse".
9. Paragraph C.7.5.4 is modified to reference the maintenance and supply support transition schedule cited in C.2.1.
10. Paragraph C.8.2.3 is modified to reflect the COR as the focal point for passing information on to the KLF and KMOD.
11. Paragraph C.9 is modified to reference the maintenance and supply support transition schedule cited in C.2.1.
12. Paragraph C.10.8 is deleted in its entirety. MTS requirement were completed on 28 Feb 03. MTS and LFI vehicles are no longer classified as NMC-NC.
13. CLIN 0006AA is established in Section "B" for payment purposes (period of performance is 01 April 03 through 30 September 03) in the total amount of \$2,425,010.
- 14 Option CLIN 0006AB is established in Section "B" for payment purposes (Period of performance is 1 October 03 through 31 March 04.) in the total amount of \$1,534,169.
15. Paragraph E.9.1 is modified to reference Section "G" payment schedule for CLIN 0006.
16. Section "G" TACOM clause 52.242-4016 is updated to reflect the current Administrative Contracting Officer (ACO) and Contracting Officer Representative (COR).
17. Section H Clause 252.217-7000 entitled "EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS" is changed to reference Option CLIN 0006AB.
18. Paragraph H.17.1 is added providing Government rights to exercise Option CLIN 0006AB.
19. Paragraph H.12.2.1.2 is modified to delete reference to "Arabic".
20. Paragraph H.12.3.2 is modified to delete reference to "Arabic".
21. Paragraph C.12.3.4 deletes reference to "Subhan" and in its place substitutes "the SSA Warehouse".
22. Paragraph H.13 is modified to reference the maintenance and supply support transition schedule cited in C.2.1.
23. Paragraph F.3.3 is added to the contract. This paragraph cites the extended period of performance.
24. All other terms and conditions remain unchanged and in full force and effect.
23. The Government and the Contractor mutually agree that all claims and obligations arising from this action are hereby satisfied.

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25. As a result of this modification the total dollar amount of the Contract is increased by \$2,425,010.00 from \$10,118,703.00 to \$12,543,713.00.

\*\*\* END OF NARRATIVE A 009 \*\*\*

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0006	SECURITY CLASS: Unclassified				
0006AA	<div>SERVICES LINE ITEM</div> <div>NOUN: M&amp;S CONTRACT EXTENSION PRON: J53MAS0147    PRON AMD: 02    ACRN: AD AMS CD: UKM001 FMS CASE IDENTIFIER: KU-B-UKM  Maintenance &amp; Supply Support for the period 1 April 03 through 30 September 03  (End of narrative C001)  <u>Inspection and Acceptance</u> INSPECTION: Origin    ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DLVR SCH    </div>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB	Option CLIN not exercised at time of award				
	(End of narrative A001)				
	<u>Service Option</u>				
	Maintenance and Supply Support for the period 1 October 03 through 31 March 04				
	(End of narrative C001)				
	<u>Inspection and Acceptance</u>				
	INSPECTION: OriginACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	<u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u>				
	001                      0                      0120				
	\$      1,534,169.00				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.2 General

C.2.1 The contractor shall provide all personnel including skilled, semi-skilled and unskilled; all supplies (excluding repair parts) and services: all common tools & maintenance equipment, Special Tools, Shop Sets, Lifting Devices, Test, Measurement, and Diagnostic Equipment (TMDE) except those items provided as Government Furnished Property (GFP) as listed in Attachment 002, and all mission support and administrative support equipment necessary to perform the maintenance and supply support activities for the M1A2 Tank, the M113A3 Armored Personnel Carrier-Ambulance, the M577A3 Command Post Vehicle, the M88A2 Improved Recovery Vehicle, associated vehicular equipment and non-vehicular case equipment as specified in Attachment 008 as described herein to assure that the Fully Mission Capable (FMC) rate (vehicular), when the time not within the scope of this contract has been excluded, is at least 90% (herein after referred to as "within scope FMC" as defined in DID OT-95-1001). The government will provide technical manual updates for all equipment being maintained pursuant to this contract. The facilities or areas within the facilities identified in Attachment 003 will be provided for the use by the contractor. Contractor maintenance and supply support activities under this contract shall be provided to the 7th and 8th Battalions, 35th Brigade and the 61st and 154th Battalions, 6th Brigade. The principal place of performance of this contract will be in Kuwait. In contract period of performance 01 Apr 03 through 31 March 04 maintenance supply and support responsibilities transition by Battalion from the contractor to the KLF in accordance with the following schedule:

Unit to Transition	Date of Transition	Description of Transition
7th BN / 35th BDE	01 July 03**	KLF assumes on 01 July 03 all Battalion Maintenance tasks (Kuwait 1st line and 2nd line) performed by contractor Battalion Maintenance Support Teams (BMST) in accordance with paragraph C.7.5.1.
8th BN / 35th BDE	01 October 03**	KLF assumes on 01 October 03: 1. All Battalion Maintenance (Kuwait 1st line and 2nd line) performed by contractor Battalion Maintenance Support Teams (BMST) in accordance with paragraph C.7.5.1. and 2. Battalion Maintenance performed by Contractor staffed Forward Support Battalions (FSB) and Maintenance Support Battalions (MSB) (Kuwait 2nd line and limited 3rd line) at the Brigade level in accordance with paragraph C.7.5.2.
9th BN / 35th BDE	01 October 03**	KLF assumes on 01 October 03 all remaining maintenance supply and support responsibilities for other tracked vehicle and non-vehicle case equipment where M&SS responsibility had not been transitioned previously from the contractor to the KLF.
61th BN / 6th BDE	01 January 04**	KLF assumes on 01 January 04 Battalion Maintenance (Kuwait 1st line and 2nd line) performed by contractor Battalion Maintenance Support Teams (BMST) in accordance with paragraph C.7.5.1.
154th BN / 6th BDE	01 April 04**	KLF assumes on 01 April 04: 1. Battalion Maintenance (Kuwait 1st line and 2nd line) performed by contractor Battalion Maintenance Support Teams (BMST) in accordance with paragraph C.7.5.1. and 2. Battalion Maintenance performed by Contractor staffed Forward Support Battalions (FSB) and Maintenance Support Battalions (MSB) (Kuwait 2nd line and limited 3rd line) at the Brigade level in accordance with paragraph C.7.5.2.

\*On or prior to these dates (for each respective Battalion) all Government Furnished Property (GFP), non-vehicular case equipment and facilities as specified on Attachments 002, 003, and 008, respectively, will be inventoried by the contractor in conjunction with DCMA oversight. Property accountability will transition to the KLF (by Battalion) in accordance with paragraph H.15 entitled "KLF Property Management/Maintenance".

\*\*On these dates the contractor is relieved of its FMC rate responsibility for the respective Battalion being transitioned to the KLF.

\*Paragraph C.2.1 is modified by Modification P00009.

C.2.1.1 DID OT-95-1001 contains the readiness rate terms and definitions used within this document.

C.2.1.2 The attainment of a within scope FMC rate (Vehicular) of at least 90% constitutes a material element of this contract. The contractor shall be considered to be in default within the meaning of the default provisions of this contract if the within scope FMC rate is less than 90% for any two reporting quarters during the period of the contract to include the option period or contract extension if any.

\*Paragraph C.2.1.2 is modified by Modification P00009.

C.2.1.3 Price Reduction: The contractor shall be assessed a total contract price reduction for failure to attain the 90% within scope FMC rate (Vehicular) for any quarter within the contract period including option period or contract extension if any. The Price Reduction assessed for failure to attain the 90% within scope FMC rate (Vehicular) shall be 10% of the total contract price.

\*Paragraph C.2.1.3 is modified by Modification P00009.

C.2.1.4 For the period of the contract, the contractor will provide assistance and informal instruction to the KLF in the establishment and maintenance of a central technical library.

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\*Paragraph C.2.1.4 is revised by modification P00009.

C.2.2 All Shop Bench Stock, Maintenance Expendables, Petroleum, Oils and Lubricants (POL) (for maintenance operations only) and all repair parts, components, and assemblies will be provided as Government Furnished Material (GFM) through the requisitioning procedures described in paragraphs C.8.4 and C.8.5.

C.2.3 The Kuwait Land Force (KLF) owning unit will be responsible for transporting vehicles and the non-vehicular case equipment specified in Attachment 008 requiring maintenance to the designated maintenance facility. The contractor will coordinate with the KLF owning unit for vehicle and non-vehicular case equipment specified in Attachment 008 evacuation. Evacuation coordination with the owning unit will be completed within two hours of the determination that evacuation is required. As a general policy, when designated by the technical manual(s), maintenance operations shall be performed at the vehicle location in order to minimize vehicle evacuation. The contractor shall provide the COR a schedule of Semi-annual services for non-vehicular equipment 60 days prior to the scheduled service date.

C.2.4 The contractor work force shall be required to perform Kuwait 1st Line (equivalent to full U.S. Army: Organizational), Kuwait 2nd Line (equivalent to full U.S. Army: Direct Support) and limited Kuwait 3rd Line (equivalent to full U.S. Army: General Support) maintenance for the period beginning 1 April 2001 and continuing through 31 March 2002 with one additional single year separately priced option. The one-year Contract extension extends period of performance through 31 September 03 with additional option period through 31 March 04. The contractor will provide a level of support commensurate with activities as cited in C.7 over the life of the contract.

\*Paragraph C.2.4 is modified by Modification P00009.

C.2.5 The contractor shall be issued the Authorized Stockage Lists (ASLs) and Prescribed Load Lists (PLLs). The contractor shall be responsible for managing the ASL/PLL, to include storage, maintenance of stockage levels, and requisitioning of replenishment items in accordance with paragraph C.8. The contractor shall recompute and adjust the stockage and stockage levels of the ASLs and PLLs in accordance with demand history and paragraph C.8.3.

C.2.6 The contractor is required to operate and maintain the Kuwait Logistics Automated Maintenance Supply System (LAMSS) supply and maintenance system databases(s). The database(s) will be used to store and sort maintenance and supply data: calculate, sort and report on maintenance and supply actions and fleet readiness posture. The contractor's database must be capable of downloading all data into an ASCII or flat file format. The contractor is responsible for providing and maintaining all hardware and software necessary to establish and operate the database. On a daily basis, the contractor shall provide LAMSS data for input into the Kuwait Automated Logistics Supply System (KALSS) operated by the KLF at the Supply Support Activity (SSA) at the 15th Brigade.

C.2.7 Contract Data Requirements Lists (CDRLs): The contractor shall prepare technical data in the format and scope specified in the applicable Data Item Description (DID) (DD Form 1664). This information will be furnished in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements List (CDRL) (DD Form 1423). The informal monthly M&SS briefing shall include incidents of obvious crew induced vehicle or equipment damage. Copies of the monthly informal briefing will be provided to SUPCOM, J-4, G-4 and FSBs. The CDRLs are at Exhibit A and the DIDs are at Exhibit B.

C.2.8 Program Management: The contractor shall perform total program and business operations within the United States laws, including the Foreign Corrupt Practices Act, and the laws of the Government of Kuwait.

C.2.9 Security:

C.2.9.1 Contractor employees shall not divulge or in any way disclose to any unauthorized person whatsoever, (e.g. individuals from countries listed in Department of State Embargo Chart), any Government of Kuwait or U.S. Government classified material of which he may be cognizant or which may be revealed to him in his capacity as a member of this program.

C.2.9.2 This contract will require access to classified information, therefore, the contractor is required to have or be able to obtain a final DoD U.S. Security Clearance and abide by the joint U.S. Government and Government of Kuwait Security Guide for M1A2 Abrams Tank System (Attachment 004).

C.2.9.3 The contractor is responsible for the security of the facilities, or areas within the facilities provided under this contract.

C.3 Meetings: The contractor will brief the USG and KLF representatives on status of work completed on a monthly basis. This briefing should include but not be limited to information of supply status/issues and maintenance status/issues for each battalion/brigade. It should also include work accomplished and incidents of obvious crew induced vehicle or equipment damage. Copies of these briefings will be provided through the COR to SUPCOM, G-4, FSB's and J-4.

\*Paragraph C.3 is revised by Modification P00009.

C.4 Government Furnished Property and Materials:

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C.4.1 Government Furnished Property (GFP):

C.4.1.1 The Government will provide to the contractor any and/or all of the property specified within Attachment 002. This listing represents all of the items, and corresponding quantities, which will be made available to the contractor as GFP. Pursuant to paragraph C.2.1 above, the contractor is required to provide any item(s) or quantities of the offered item(s) in addition to those offered, which may be required to perform the maintenance effort. The contractor shall develop and implement appropriate property administration procedures to account for all Government Property (GP). Case Property, Kuwait Land Forces Property, and Kuwait Government Property as identified in this contract will be controlled and accounted for pursuant to Paragraph H.15.

C.4.1.2 The Government will provide to the contractor the facilities, or areas within the facilities, specified within Attachment 003. This listing represents all of the facilities which will be made available to the contractor as GFP.

C.4.2 Government Furnished Materials (GFM): The Government will provide all repair parts. Replenishment of these repair parts shall be as specified in paragraph C.8.

C.4.3 The contractor will account for these GFMs using the supply and maintenance database defined in Attachment 009.

C.5 Contractor Acquired Property Administration: The contractor shall develop and implement appropriate property administration procedures to account for all contract property acquired by the contractor with a unit price of \$50 or more.

C.6 Personnel:

C.6.1 Contractor Personnel: The contractor shall provide the personnel necessary to assure that the within scope FMC rate is at least 90%. The contractor shall also be required to accommodate Land Force field training exercises, pursuant to paragraph C.7.5.1 and to insure that the within scope FMC rate is attained.

C.6.2 Personnel Support Services (PSS):

C.6.2.1 The contractor shall, in accordance with Kuwait laws, provide for and manage PSS for all contractor employees and their authorized dependents, stationed in Kuwait in support of the Program. Examples of PSS are personnel housing services, transportation, maintenance, utilities, medical, and other related efforts/services associated with the life support of program personnel.

C.6.2.2 The contractor shall be responsible for providing individual safety clothing, commercial uniforms, specialized uniforms, and equipment (e.g. safety coveralls, safety shoes, and safety goggles/glasses, hearing protection, etc.) for contractor personnel.

C.6.3 Qualifications for employees:

C.6.3.1 The contractor shall employ key personnel having the following minimum qualifications:

C.6.3.1.1 The Program Manager shall have five (5) years of progressively responsible program management experience and five (5) years experience managing a major program and a Master's Degree in an associated discipline. An additional five (5) years experience may be substituted for the education requirement.

C.6.3.1.2 The Maintenance Manager shall have five (5) years of progressively responsible experience with the Abrams Tank and five (5) years experience managing a major maintenance program or operation and a Master's Degree in a associated discipline. An additional five (5) years experience may be substituted for the education requirement.

C.6.3.1.3 The Supply Manager shall have five (5) years of progressively responsible experience and five (5) years experience managing a major U.S. Army supply operation and a Master's Degree in an associated discipline. An additional five (5) years U.S. Army supply experience may be substituted for the education requirement.

C.6.3.2 The contractor shall employ critical skilled maintenance and supply personnel (Note: at a minimum, critical skilled personnel are defined as Team Chiefs (equivalent of U.S. Army E-6), Team Leaders (equivalent of U.S. Army E-7), Supervisors (equivalent of U.S. Army Warrant Officer)). Critical skilled maintenance personnel shall have experience on the Abrams Tank, and/or M113/M577, and/or M88 as appropriate for the position held. All other employees will either have possessed the applicable Military Occupational Specialty (MOS) to perform the maintenance and supply tasks or will be trained by the contractor to ensure that the employee possesses these skills.

C.6.3.2.1 The Maintenance Team Leaders/Chiefs/Supervisors shall have three (3) years of progressively responsible maintenance experience with the Abrams Tank, and/or M113/M577, and/or M88 as appropriate for the position held, and three (3) years of maintenance supervision experience.

C.6.3.2.2 The Supply Team Leaders/Chiefs/Supervisors shall have three (3) years of progressively responsible U.S. Army supply system experience, or will be trained by the contractor to assure that the employee has an understanding of the contractor's supply policies and procedures, and three (3) years of supply supervision experience.



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C.6.4 Removal of Employees: An employee may be removed, for cause, from employment in Kuwait, at the direction of the Procuring Contracting Officer, if he fails to comply with Kuwait Laws, Kuwait Ministry of Defense (KMOD) regulations or policies, cannot adapt to the Kuwait culture, cannot perform the duties for which he was hired, or has committed fraud in representation of his qualifications. If an employee is removed for cause and the contractor determines it necessary to replace the employee, then the contractor will provide a qualified replacement at no increase in the contract price. Removal of employee(s) for cause will not constitute an excuse for failure to perform within the specified within scope FMC Rate.

C.7 Maintenance:

C.7.1 OPTEMPO fleet average rate is estimated to be no greater than 250 miles (400 Kilometers) per vehicle/per year.

C.7.2 The contractor shall maintain the vehicles at their respective unit locations through completion of this contract. The 35th Brigade will be located al Salmi. The 6th Brigade will be located approximately 50 KM north of Jahra. The Kuwait 3rd line (GS) facility will be located at Subhan, the Land Force Armor School at Jajara, and the Military Technical School at Subhan. Kuwait maintenance for communications-electronics equipment will be conducted at Subhan.

C.7.3 Other Tracked Vehicles (OTV) shall be maintained at their KLF assigned locations. The KLF will be responsible for providing lift capability for the maintenance of OTVs at their assigned locations. The KLF owning unit will be responsible to transport the OTVs to the contractor's established maintenance facilities if they cannot provide lift capability as required by the technical manual(s).

C.7.4 Maintenance Support Level:

C.7.4.1 The contractor is required to operate and maintain the LAMSS maintenance and supply database(s) and provide daily data input to the KALSS operated by the KLF Supply Support Activity, located at the 15th Brigade. The contractor shall use the information contained in the database to calculate and prepare a Material Condition Status Report(s) in accordance with DID OT-95-10001. These reports will be prepared at both the battalion level and at the fleet level and will be prepared for both monthly and quarterly periods. Monthly reporting periods will be from the 1st day of the month through the last day of the month. Quarterly reports shall consist of three consecutive monthly reporting periods. The contractor shall also use database(s) information to prepare a monthly ASL/PLL Status Report IAW DID OT-95-10002. The contractor will be responsible for developing, loading and maintaining the software programs necessary to run this database.

C.7.4.2 The contractor shall perform all maintenance in accordance with the most recent version of the respective current U.S. Army and applicable commercial technical manuals and related support equipment manuals. Exceptions to this are 1: DELETED: 2: AOAP sampling shall be performed in accordance with the U.S. Army Reserve rate: 3: Regularly scheduled services (e.g. semi-annual, annual services) are not required for vehicles assigned to the 9th Bn/35th Bde or vehicles being used as training aids at the MTS. However, all required maintenance services will be performed before a vehicle is returned to its owning unit.

C.7.4.2.1 The contractor shall perform maintenance for the Kuwait M1A2 Tank System.

C.7.4.2.2 The contractor shall perform maintenance for the Kuwait M1A2 Tank System and related support equipment provided under FMS Case KU-B-JAT only such as, but not limited to:

- o External Auxiliary Power Unit
- o Tank mounted radios and intercommunications equipment (to include helmets)
- o Mine Clearing Blade Systems
- o Tank mounted NBC equipment such as chemical detection devices and to include crew individual protective equipment
- o Tank mounted night vision devices such as the Driver's Thermal Viewer and individual Night Vision Goggles issued to the tank crew
- o Tank mounted machine guns and grenade launchers
- o Special tools and test equipment

The COR shall be the determining authority for all questions concerning the definition of "related support equipment".

C.7.4.2.3 The contractor shall perform maintenance for the Kuwait M113A3 Armored Personnel Carrier-Ambulance, M577A3 Command Post Vehicle, and M88A2 Improved Recovery Vehicle.

C.7.4.2.4 The contractor shall perform maintenance on Kuwait M113A3 Armored Personnel Carrier-Ambulance, the M577A3 Command Post Vehicle and the M88A2 Improved Recovery Vehicle and related equipment provided under FMS Case KU-B-JAT only such as, but not limited to:

- o Vehicle mounted radios and intercommunications equipment
- o Vehicle mounted NBC equipment such as chemical detection devices and to include crew individual protective equipment
- o Driver's Night Viewer and individual Night Vision Goggles issued to the vehicle crew
- o Vehicle mounted machine guns and grenade launchers

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- o Special tools and test equipment
- o Vehicle peculiar mission equipment, such as winches, boom, etc.
- o Auxiliary Power Units

The COR shall be the determining authority for all questions concerning the definition of "related support equipment".

C.7.4.2.5 Repaired parts, components, assemblies, etc. that are not authorized for stockage in the ASL/PLL, will be transferred to the Supply Support Warehouse.

C.7.4.2.6 The contractor shall perform maintenance, on a level of effort basis, through Limited Kuwait 3rd Line (equivalent to full U.S. Army: General Support) for the non-vehicular case equipment specified in Attachment 008.

#### C.7.5 Maintenance Tasks

C.7.5.1 Battalion Maintenance (Kuwait 1st Line & 2nd Line) - The contractor shall form battalion maintenance support teams (BMST) that will be prepared to provide Kuwait 1st Line & 2nd Line maintenance support for the M1A2 Tank and M113A3 Armored Personnel Carrier-Ambulance, the M577A3 Command Post Vehicle and the M88A2 Improved Recovery Vehicles. The BMST will be located geographically with the battalion it supports. BMSTs will be required to provide contact support maintenance in field locations during field training exercises, which may include border patrols, field maneuvers, or similar exercises. The contractor shall also provide contact support maintenance during alert situations, but will not be required to provide field support during actual combat. Nor is the contractor required to provide field support within the five kilometer UNIKOM exclusion area. The contractor shall provide maintenance assistance to the KLF for up to a maximum 280 Battalion Support Days per year. Within this maximum 280 days, there is no restriction on the number of support days which may be provided to any one unit or organization. A Battalion Support Day is defined as maintenance support provided by the contractor to a KLF unit during a 24 hour period of field training exercises. Repair parts used by the BMST will be requisitioned in accordance with paragraph C.8.2. Each vehicle crew is responsible for the performance of all crew level operational maintenance to include Preventive Maintenance Checks and Services (PMCS). The BMST will not perform PMCS but will be available to provide technical advice to the supported units, in the performance of scheduled PMCS. The BMST is responsible for performing scheduled maintenance services. The BMST will diagnose and repair malfunctions identified by the crew during normal operations or PMCS. Direct Support repair will consist of diagnostic troubleshooting, repair of unserviceable components, assemblies, etc. in accordance with the U.S. Army maintenance doctrine and coordination of vehicle evacuation in accordance with the maintenance allocation chart.

C.7.5.2 The contractor shall establish and operate a Kuwait 2nd Line and limited 3rd Line Forward Support Battalion (FSB) and a Main Support Battalion (MSB) maintenance support activity that will provide Kuwait 2nd Line (equivalent to full U.S. Army Direct Support) and Limited Kuwait 3rd Line (equivalent to full U.S. Army General Support) maintenance support for the M1A2 Tank, M113A3 Armored Personnel Carrier-Ambulance, the M577A3 Command Post Vehicle and the M88A2 Improved Recovery Vehicles and special tools and test equipment. The contractor's FSB maintenance activity will be located geographically with the Brigade it supports. General Support repair will consist of diagnostic troubleshooting, repair of unserviceable components, assemblies etc. in accordance with the U.S. Army maintenance doctrine, and coordination of vehicle evacuation in accordance with the maintenance allocation chart.

C.7.5.3 In addition to normal maintenance activities, the contractor shall coordinate with the KLF owning unit for evacuation of vehicles requiring Depot repair, to the Kuwait 3rd Line maintenance facility at the SSA Warehouse. The contractor is responsible for evacuation of equipment, components, assemblies, communications-electronics components or other repair parts which, IAW the applicable Technical Manual, requires depot level repair to the Kuwait 3rd line maintenance facility at the SSA Warehouse for repair and return to Kuwait Land Force stocks. For items which are determined Unserviceable-Unrepairable, the contractor shall request disposition instruction IAW Paragraph H.12.2.1 of the contract. The contractor shall requisition the appropriate replacement item(s). The contractor will track the following: item serial number (if applicable), date of evacuation to the Kuwait Land Forces, and date of return or replacement (if applicable) for those items evacuated for maintenance.

\*Paragraph C.7.5.3 is revised by Modification P00009.

C.7.5.4 The contractor will schedule and perform quarterly maintenance inspections of all issued case vehicles (except for vehicles assigned to the 9th Bn/35th Bde, vehicles being used as training aids at the LFI and MTS or vehicles where MS&S responsibilities are transitioned from the contractor to the KLF in accordance with paragraph C.2.1.) using the applicable Technical Manuals as a guide, record the results on DA Form 2404, and take corrective maintenance action as necessary. During these maintenance inspections, special attention should be afforded to the effects of a desert environment upon critical vehicle subsystems. At the completion of each inspection, the contractor will provide the respective commander and the COR with an analysis of the inspection results. The inspection analysis should be sufficiently detailed so as to afford the KLF unit commanders, the SUPCOM commander, and the COR with a reasonable assessment of the unit's combat capabilities.

\*Paragraph C.7.5.4 is modified by Modification P00009.

C.7.6 SOUM, MAM, and GPM corrective actions within the task levels of this contract are the responsibility of the contractor.

C.8 Supply:

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C.8.1 The contractor is required to operate consolidated PLLs located with the BMSTs as well as ASLs at the FSBs and MSB. A report will be provided in accordance with DID OT-95-10002. The contractor shall maintain supply management information, in accordance with Attachment 009 as part of the supply and maintenance database(s) described elsewhere in this scope of work. The contractor shall recompute and adjust the stockage list and stockage levels of the PLLs and ASLs in accordance with demand history and paragraph C.8.3

C.8.2 ASL and PLL Requisition Procedures:

C.8.2.1 The normal replenishment/requisition procedures will be from the contractor controlled PLL to the contractor controlled FSB-ASL, to the contractor controlled MSB-ASL. When the MSB-ASL is at zero balance, it will requisition replenishment stocks from the KLF Supply Support Warehouse (currently located at the 15th Bde).

C.8.2.2 For items not on the PLL or ASL, the contractor will requisition in accordance with the procedures described in paragraph C.8.2.1. The requisitioning/demand history will be maintained at the level at which the requisition originated.

C.8.2.3 The contractor will on a weekly basis formally notify the COR of all requisitions which exceed a thirty day due out status and identify the organization holding the backorder requisition. The COR is responsible for passing this information to the KLF and KMOD.

\*Paragraph C.8.2.3 is revised by Modification P00009.

C.8.3 Revision of ASLs and PLLs:

C.8.3.1 The contractor shall revise the PLL and ASL listings, and quantities thereof, in accordance with the following:

C.8.3.1.1 PLLs will be reviewed by the contractor every 180 days. For an item to be added to the list, it must have received at least 3 demands during the most recent 180 day period. An item should be dropped from the list if it has not received at least one demand in the most recent 180 day period.

C.8.3.1.2 ASLs will be reviewed by the contractor every 360 days. For an item to be added to the list, it must have received at least 9 demands during the most recent 360 day period. An item should be dropped from the list if it has not received 3 demands in the most recent 360 day period.

C.8.3.1.3 Quantities of items on PLL or ASL lists should be adjusted based on demand history, so that the quantity stocked is sufficient to accommodate anticipated demands expected to occur during the upcoming review period (180 days for PLLs, 360 days for ASLs).

C.8.3.1.4 All additions, deletions or quantity adjustments to the PLL or ASL must be approved by the COR. Documentation from the maintenance and supply database will be provided to support the decision to add or delete the item.

C.8.4 Shop Bench Stock: The contractor shall develop shop bench stocks for these maintenance activities. These stocks will be requisitioned in accordance with procedures in Paragraph C.8.2 and the demands annotated as shop bench stockage within the database.

C.8.5 Expendable Maintenance Supplies: The contractor will requisition all expendable maintenance supplies through the COR to the KLF. Requisitions must be submitted in sufficient time to allow normal administrative processing and will assume the contractor's normal purchasing time. Contractor request will, at a minimum, include a purchase request (PR) with a detailed description of the supplies, an estimated dollar amount, and a complete justification of the requirement. The COR will coordinate the requirement with the KLF and if available in the KLF supply system, arrange for issue to the contractor. Expendable maintenance supplies are those supplies that are expended or are used up by use. Expendable maintenance supplies include, but are not limited to, items such as sealants, glues, tape, solvents, etc.

C.8.5.1 In the event that the required expendable maintenance supplies (excluding POL) are not available from the KLF, the COR will approve/disapprove the requirement. After the requirement is approved by the COR, the ACO will execute the requirement by authorizing the contractor to proceed in accordance with the terms of the PR. The ACO will execute the PR within three (3) days after receipt. Upon receipt of authorization, the contractor shall be authorized to procure the supplies under CLIN 0002 as set forth herein. The contractor shall not take any action under this clause unless the requirement is approved by the COR and a PR is authorized by the ACO. Failure of the COR to specifically approve/disapprove the contractor's requirement within four (4) weeks of submittal shall be construed as disapproval. Disapproved purchase requests may be submitted to the PCO for final determination. The exception to the above is POL. If POL is not available upon request from the KLF, the contractor shall not be authorized to procure POL. The contractor is authorized, with the approval of the COR and the ACO, to purchase items in economical/minimum order quantities. The contractor is authorized to convert to/from equivalent American or Metric units as necessary to execute the requirement.

C.8.5.1.1 After the PR is executed by the ACO, the ACO will review the contractor's purchasing procedure and commence negotiations. After a negotiated settlement is reached, the contractor may invoice for payment in accordance with Contract Provision G.5. The contractor shall not exceed the approved PR estimated cost without notifying and obtaining prior approval from the ACO.

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C.8.5.2 The contractor shall establish and maintain a running account of the item(s) acquired under CLIN 0002. The contractor shall report quarterly on the price of each item by National Stock Number (NSN), Part Number(PN) and Nomenclature, as appropriate. These costs shall be reported to the USG quarterly in accordance with DID OT-88-12137 and the CDRL.

C.8.5.3 DELETED

C.8.6 The contractor is to turn in for refill by the KLF, all empty fire extinguishers to the Kuwait Supply Support Activity at the 15th Brigade.

C.9 Tailored Reports: The Contractor shall provide one copy (either electronically or on 3.5 inch diskette) of the readiness reports providing deadline data for the KLF fleet of FMS Case KU-B-JAT vehicles, except for vehicles assigned to the 9th Bn/35th Bde or vehicles where MS&S responsibilities are transitioned from the contractor to the KLF in accordance with paragraph C.2.1. There shall be one report for the KLF 35th Brigade and one report for the KLF 6th Brigade in the format as shown in Attachment 007. The 35th Brigade report shall consist of the 7th and 8th Battalions and the 6th Brigade report shall consist of the 154th and 61st Battalions. The reports shall be provided on a monthly basis to SUPCOM, the COR, G-4 and the KMO. Reports are due five working days following the end of each calendar month. All reports will be generated from existing Maintenance and Supply Databases off of the LAMSS system.

\*Paragraph C.9 is modified by Modification P00009.

C.10 Kuwait M1A2 Maintenance Technical Training School (MTS)

C.10.1 General

C.10.1.1 The contractor shall provide a M1A2 Maintenance Training School (MTS) as further defined herein, to the Kuwait Land Force (KLF), in accordance with the attached schedule (Attachment 10). Students will be trained on the M1A2 maintenence tasks for Kuwait Line 1 (equivalent to U.S. Army Organizational maintenance), Kuwait Line 2 (equivalent to U.S. Army Direct Support (DS) maintenance) and Kuwait Line 2 Plus (equivalent to U.S. Army General Support (GS) maintenance). The total period of performance shall be twelve (12) months from the date of contract award. The training in Kuwait shall begin no later than sixty (60) days after date of contract award.

C.10.1.2 The contractor shall be responsible for determining the requirement for, and obtaining any and all necessary licenses, permits, certificates, passports, visas, security clearances, passes, identification cards, and any other documents or approvals that may be required to enable the contractor to perform under this contract.

C.10.1.3 The contractor is responsible for ensuring that all employees and authorized dependents are thoroughly instructed on, understand, and abide by all Kuwait laws and customs.

C.10.1.4 All MTS training shall be conducted in English.

C.10.1.5 All MTS classroom instruction and workshop training will be conducted at the KLF M1A2 Maintenance Training Facility, Subhan, Kuwait.

C.10.1.6 Contractor OCONUS Workweek: The normal workweek for contractor personnel shall be Saturday through Wednesday. The contractor shall adjust the workday and work week schedule to accommodate the student training requirements.

C.10.1.7 Representatives of the GOK shall have the right to conduct inspections of all program activities and records.

C.10.2 Property

C.10.2.1 The Government will provide to the contractor any and/or all of the property specified within Attachment 11 for this MTS effort. This listing represents all of the items, and corresponding quantities, which will be made available to the contractor. The contractor is required to provide any item(s) or quantities of the offered item(s) in addition to those offered, which may be required to perform this MTS Scope of Work.

C.10.2.2 The Government will provide to the contractor at least three (3) classrooms, one (1) office room, one (1) room for secure storage, and one (1) practical training/instruction area at KLF M1A2 Maintenance Training Facility, Subhan, Kuwait.

C.10.2.3 The contractor is responsible for the performance of all maintenance and repair of all Government and Contractor Acquired Property (e.g. GFE, GFM, GFP, CAP, etc.) to include that required for the Kuwait M1A2 Tanks utilized as training aids. M1A2 tank repair parts, components, and consumable supplies will be provided by the Kuwait Ministry of Defense (KMOD) as specified within Paragraph C.8.2 of this contract. Upon the completion of the contract all property will be turned over to the KLF in serviceable condition.

C.10.2.4 Upon the completion of the MTS effort, all material, supplies, equipment, tools, special test equipment and vehicles acquired

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(unless leased) by the contractor to support his effort in the execution of this contract shall become property of the Government of Kuwait. The only exception is when items are to be leased, or expendable materials, or items having an original acquisition value of less than \$50.00.

C.10.3 Personal Support Services (PSS):

C.10.3.1 Neither the contractor, nor his employees are authorized OCONUS U.S. Government support (e.g. APO Privileges, U.S. Army Medical Assistance, PX/BX or Commissary Privileges, etc.) by reason of this contract.

C.10.4 Personnel:

C.10.4.1 The contractor shall designate an MTS program manager to act as the point of contact with the USG and KMOD authorities. The MTS program manager will monitor the activities of the program to ensure the training objectives are met as specified with the contract, provide status reports, and coordinate training requirements and issues with the KLF Training Administration Officer.

C.10.4.2 The contractor shall provide the following M1A2 Abrams Tank Maintenance Technical Instructor personnel:

- M1A2 Tank Fire Control Technical Instructor (equivalent to U.S. Army 45 Series MOS).
- M1A2 Tank Turret/Electronic Technical Instructor (equivalent to U.S. Army 45 Series MOS).
- M1A2 Tank Hull Automotive Technical Instructor (equivalent to U.S. Army 63 Series MOS).

C.10.4.3 Contractor provided Maintenance Technical Instructor personnel must be able to instruct Kuwait Land Force personnel on the maintenance and operations of the Kuwait M1A2 Abrams Tank in accordance with the applicable Technical Manual (TM), the U.S. Army Standard Maintenance Management procedures, and the Kuwait Logistics Automated Maintenance Supply System (LAMSS).

C.10.4.4 Contractor provided Maintenance Technical Instructor personnel must have achieved a position of U.S. Army E-6 or equivalent, have received certification of completion of the applicable U.S. Army MOS or equivalent, and have a minimum of five (5) years U.S. Army Abrams Tank maintenance and instructor/leadership experience. Within the foregoing five (5) years experience required, a minimum of two (2) years experience must be M1A2 Abrams Tank experience in a U.S. Army unit leadership position. Maintenance Technical Instructor personnel must be proficient in operation and instruction of the Kuwait LAMSS system prior to commencement of training.

C.10.4.5 Removal of Employees: An employee may be removed for cause, at the direction of the Procuring Contracting Officer (PCO), if he fails to comply with Kuwait laws, Kuwait Ministry of Defense (KMOD) regulations or policies, cannot adapt to the Kuwait culture, cannot perform the duties for which he was hired, or has committed fraud in representation of his qualifications. If an employee is removed for cause, the contractor shall provide a qualified replacement at no increase in the contract price. Removal of employee(s) for cause will not constitute an excuse for failure to perform under the terms of the MTS effort.

C.10.5 Maintenance Technical Training:

C.10.5.1 The attached Draft Training Programs of Instruction (POI) (Attachment 12) shall constitute the basis for contractor developed final course materials (e.g. POI's, Lesson Plans, Student Materials, etc.). Contractor developed Course Map and Final Training Schedule will be submitted to the USG for comment and/or approval within thirty (30) days of contract award. USG approval of, or comments on Course Map and Final Training Schedule will be provided to the contractor within fifteen (15) days of receipt. At the completion of the MTS effort, the contractor will deliver to the KLF one copy, in English, of all final course materials (e.g. POI's Lesson Plans, Student Materials, etc.) including all changes made during the actual training.

C.10.5.2 The M1A2 Technical Training Program shall cover Kuwait Line 1 maintenance tasks in accordance with Attachment 12, "MTS Programs of Instruction", for example, equipment servicing, detection and remedy of faults, fault diagnosis, repair and maintenance activities, and LAMSS procedures for requestion/receiving/turning-in repair parts, which are conducted at the battalion location. Examples of these activities are servicing, functional testing, fault diagnosis using Diagnostic, Measurement, and Test Equipment (DMTE), Special Tools and Test Equipment (STTE), and repair by replacement, repair by repair, adjustment, alignment and authorized modification in accordance with the most current Kuwait M1A2 Technical Manuals.

C.10.5.3 The Kuwait Line 2 and Kuwait Line 2 Plus maintenance tasks training shall be in accordance with Attachment 12, "MTS Programs of Instruction", for example, equipment servicing, detection and remedy of faults, fault diagnosis, repair and maintenance activities, and LAMSS procedures for requesting/receiving/turning-in repair parts, which are conducted at the Forward Support Battalion (FSB) and battalion locations. Examples of these activities are servicing, functional testing, fault diagnosis using DMTE, STTE, Direct Support Electrical System Test Set (DSESTS), Contact Test Set Version III (CST III), Soldier's Portable On-System Repair Tool (SPORT), and repair by replacement, repair by repair, adjustment, alignment and authorized modifications in accordance with the most current Kuwait M1A2 Technical Manuals.

C.10.5.4 When not otherwise engaged in activities required for MTS training, or other activities as authorized by the contract, instructor personnel will provide informal practical training opportunities to students who have completed the MTS training. The practical training opportunities will be provided at unit locations.

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C.10.5.5 Standard class size:

C.10.5.5.1 Kuwait Line 1 training will be a maximum of twelve (12) students. Each Line 1 class will consist of both hull/automotive and turret training. Class size for the workshop training will be limited to a maximum of four (4) students per instructor. See Attachment 13.

C.10.5.5.2 Kuwait Line 2 and Line 2 Plus training will be a maximum of ten (10) students. Each Line 2 class will consist of hull/automotive, turret, and fire control training. Class size for the workshop training will be limited to a maximum of four (4) students per instructor. See Attachment 13.

C.10.5.6 The KLF will provide a total of 85 students for the 1st Line Organizational maintenance training. The students will have graduated from the Combined Services Technical School or equivalent civilian school and/or other senior experienced personnel as identified by the KLF.

C.10.5.7 The KLF will designate a total of 30 students, who have successfully completed Kuwait Line 1 Maintenance training, for the Line 2 and Line Plus 2 maintenance technical training.

C.10.5.8 The contractor shall establish training course standards that provide sufficient information to permit an accurate evaluation of the student's capabilities to meet the required course objectives upon successful completion of the course(s).

C.10.5.9 Upon completion of each maintenance training course, the contractor will provide a certificate of course completion (in Arabic) to each student who has successfully completed the course of instruction.

C.10.6 The Kuwait Ministry of Defense shall appoint a Training Administration Officer (TAO) for the training program and associated activities. The TAO will be responsible for the registration, administration and discipline of course students.

C.10.7 Reports: The contractor shall provide the following to the USG, the Kuwait Land Force Institute, MTS and SUPCOM;

C.10.7.1 Monthly Status reports of technical training courses taught to include at a minimum: training modules presented, student attendance, and problems encountered.

C.10.7.2 Monthly Student Progress Reports (by student) to include at a minimum, instruction presented, attendance, student progress.

C.10.7.3 End of Course Student evaluation report (by student) to include at a minimum accomplishment level by training module.

C.10.8 Deleted

\*Paragraph C.10.8 verbiage deleted by Modification P00009.

C.11 For FMC reporting purposes, the Kuwait M88A2 Recovery Vehicles undergoing modifications by UDLP pursuant to Contract DAAE07-94-C-0429 will be recorded as Non-Mission Capable - Non Contractor (NMC-NC).

\*\*\* END OF NARRATIVE C 001 \*\*\*

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SECTION E - INSPECTION AND ACCEPTANCE

E.2 Inspection Point: Origin

E.3 Acceptance Point: Origin

E.4 Contractor Inspection Requirements: The contractor shall develop, implement and maintain a quality inspection system for the services to be provided under this contract. The quality plan shall be available for government review upon request.

E.5 Quality Requirements:

E.5.1 The contractor may employ statistical process control (SPC) in lieu of standard traditional inspection methods, where this process control is beneficial in terms of controlling the quality of services performed. SPC may be employed by the contractor where it is conducive to controlling the various work being performed, and assures total quality control.

E.5.2 During the period of performance, under this contract, the contractor shall conduct periodic, unscheduled audits of work being performed, to evaluate conformance to the requirements of technical documents, instructions and the contractors quality control procedures. Records of all audits will be available for government review.

E.6 Inspection Records:

E.6.1 The contractor shall maintain inspection records of all maintenance and repairs performed, and ensure these are available to the government at the time of completion and acceptance.

E.6.2 The contractor shall maintain records on all quality assurance audits completed.

E.6.3 Inspection records shall be maintained intact and available to the government for a period of four (4) years following completion of the contract.

E.7 Final Inspection:

E.7.1 The contractor shall perform final inspection of the work performed in accordance with the requirements of the technical manuals, bulletins, lube orders, and other applicable documents, and shall utilize the DA-Forms identified in TMs for recording results. The records shall be annotated (initialed or stamped) by the contractor, immediately upon completion and acceptant of the work performed.

E.7.2 The government shall have the right to be present during all work performed, and inspections, tests, acceptance and audits accomplished.

E.8 Inspection, Test, Measurement and Diagnostic Equipment (TMDE): Except as otherwise expressly provided for under this contract, the contractor is responsible for the proper use, condition, control and calibration assurance of all tools and TMDE utilized during the performance of work under this contract. Calibration requirements will be coordinated through the KLF for completion by the Kuwait Air Force laboratory.

E.9 Certificate of Services:

E.9.1 All work under this contract must be accepted and approved by the Administrative Contracting Officer (ACO) or his designated representative. The contractor shall, on a monthly basis, submit to the Contracting Officer's Representative (COR), a Certificate of Services. The COR will acknowledge his/her concurrence for the contractual effort for that month by signing in the space provided on the Certificate. The COR will forward the Certificate to the ACO for approval. Such approval will indicate acceptability of the contractor's performance in accordance with the terms and conditions of the contract. The ACO will then authorize payment for that month in accordance with Clause G-3, "Payment Schedule" for CLIN 0001AA, Clause G.6, "Payment Schedule for Option Year" for CLIN 0004AA, Clause G.7, Payment Schedule for "Contract Extension" (01 April 03 to 31 Mar 04) for CLIN 0006.

\*Paragraph E.9.1 is modified by Modification P00009.

E.9.2 Nonoccurrence of the Certificate, and the reason therefore, will be forwarded in writing to the contractor within 30 days of receipt of the Certificate by the ACO. If the Certificate is not approved/disapproved within 30 days of receipt by the ACO, the contractor shall immediately notify the PCO in writing and request resolution.

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E.9.3 Performance under SubCLIN 0005AA: All work under SubCLIN 0005AA must be accepted and approved by the Administrative Contracting Officer (ACO) or his designated representative. The contractor shall, on a monthly basis, submit to the ACO a Certificate of Services. ACO approval of the Certificate will be based upon the Quality Assurance Evaluation Form (attachment 15), and will indicate acceptability of the contractor's performance in accordance with the terms and conditions of the contract. The ACO will then authorize payment for that month.

\* Page added by Modification P00004

\*\*\* END OF NARRATIVE E 001 \*\*\*



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SECTION F - DELIVERIES OR PERFORMANCE

F.3 Period of Performance

F.3.1 The period of performance for the maintenance and supply support effort in Kuwait shall begin on 1 April 2001 and continue through 31 March 2002.

F.3.2 In the event the option period of performance is exercised, the period of performance will be in accordance with Clause H.17, "Option to Extend Term of Contract".

F.3.3 Period of performance:

Basic Contract: 01 April 2001 through 31 March 2002

Executed one year option exercise: 01 April 2002 through 31 March 2003

Contract Extension: 01 April 2003 through 30 September 2003 (Subject to schedule for transition of MS&S responsibilities from the contractor to the Kuwait Land Force (KLF)).

Additional Option 0006AB period of performance is 1 October 2003 through 31 March 2004 (Subject to schedule for transition of MS&S responsibilities from the contractor to the Kuwait Land Force (KLF)).

\* Paragraph F.3.3 added by Modification P00009.

\*\*\* END OF NARRATIVE F 001 \*\*\*

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE ITEM	PRON/ AMS CD	ACRN	OBLG STAT/ JOB ORD NO		PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0006AA	J53MAS0147	AD	1	\$	0.00	\$ 2,425,010.00	\$ 2,425,010.00
	UKM001		3L4JLZ				
NET CHANGE					\$	2,425,010.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AD	9711 X8242KU01X6D1000UKM 00125GZKUS20113	W56HZV	\$ 2,425,010.00
NET CHANGE				\$ 2,425,010.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 10,118,703.00	\$ 2,425,010.00	\$ 12,543,713.00

Status	Regulatory Cite	Title	Date
G-1 CHANGED	52.242-4016 (TACOM)	COMMUNICATIONS	MAY/2000

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Valerie Johnson  
e-mail: johnsonv@omcku.centcom.mil  
  
or Name Scott Egan  
e-mail egans@omcku.centcom.mil

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Jim Playford  
e-mail: jplayford@dcmc.kuwait.army.mil

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

(end of clause)

\* clause changed by Modification P00009

G-2 CHANGED	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G.7 Payment schedule for the first six months of a one year contract extension. The contractor shall be paid in accordance with the following payment schedule for CLIN 0006AA regardless of actual costs incurred.

Contract Month	Payment Amount
April 03	\$ 416,984
May 03	\$ 416,927
June 03	\$ 425,815
July 03	\$ 374,477
August 03	\$ 383,843
September 03	\$ 406,964

G.7.1 (RESERVED) Payment schedule for second six months of one year contract extension. The contractor shall be paid in accordance with the following payment schedule for CLIN 0006AB regardless of actual costs incurred.

Contract Month	Payment Amount
October 03	\$ 264,478
November 03	\$ 264,478
December 03	\$ 273,365
January 04	\$ 219,140
February 04	\$ 219,140
March 04	\$ 293,568

\*Paragraph G.7 added by Modification P00009

\*\*\* END OF NARRATIVE G 005 \*\*\*

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 CHANGED 252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS		DEC/1991
(a)	The Government may exercise the option(s) of this contract to fulfill foreign military sales commitments.		
(b)	The foreign military sales commitments are for: name of country:Kuwait; CLINs: 0004 and 0006AB.		
	(End of clause)		

Serviceable-Excess (AR 725-50)  
Contaminated/Hazardous Materials (AR 700-82)

H.12.2.1.2 Identify each item or container of like items, by means of a "shoe tag" (DA Form 2402 or local equivalent) affixed to the item/container. Identification "shoe tags" shall, at a minimum, include the NSN or PN, nomenclature, serial number (if applicable) and quantity of the item(s) and, in English, annotate the appropriate condition category.

\*Paragraph H.12.2.1.2 is revised by Modification P00009.

H.12.2.1.3 Notify the ACO, in the detail and format acceptable to the ACO, of the materials for which disposition instructions are requested.

H.12.3 During the performance of this contract, the contractor may identify items of GFM, commonly known as Class IX: Repair Parts, Assemblies, or Components,furnished IAW C.2.2 and C.4.2 as Unserviceable-Depot Repairable, Unserviceable-Unrepairable or Contaminated/Hazardous Materials. To dispose of this material, the contractor will evacuate the item(s) to the Kuwait Supply Support Warehouse at the 15th Brigade.

H.12.3.1 The contractor will segregate the materials into the following condition categories, as defined by the noted regulation(s):

Unserviceable-Depot Repairable (AR 710-1)  
Unserviceable-Unrepairable/Salvage (AR 700-82)  
Unserviceable-Unrepairable/Recoverable (AR 700-82)  
Contaminated/Hazardous Materials (AR 700-82)

H.12.3.2 Each item or container of like items will be identified by means of a "shoe tag" (DA Form 2402 or local equivalent) affixed to the item/container. Identification "shoe tags" shall at a minimum, include the NSN or PN, nomenclature, serial number(s) (if applicable), and quantity of the items(s) and, in English, annotate the appropriate condition category.

\*Paragraph H.12.3.2 is revised by Modification P00009.

H.12.3.3 DD Form 1348-1 (or local equivalent) will be prepared for all items within each condition category. When appropriately annotated/signed by the cognizant KLF official, the DD Form 1348-1 (or local equivalent) together with the applicable DA Form 2404 and DA Form 2407 will constitute authority for the contractor to remove these items from the applicable Stock Records Account or other property records.

H.12.3.4 The contractor will dispose of unserviceable items at least monthly. The contractor will coordinate the transportation of all unserviceable disposition to the SSA warehouse with the COR.

\*Paragraph H.12.3.4 is revised by Modification P00009.

H.13 Fully Mission Capable Rating:

The contractor is responsible for maintaining the vehicle fleet issued under FMS case KU-B-JAT, except for those vehicles issued to the 9th Bn/35th Bde or used as training aids at the ~~(deleted)~~ MTS, to assure that the within scope Fully Mission Capable (FMC) rate is not less that 90%. The contractor is not required to report on vehicles assigned to the 9th Bn/35th Bde. A Fully Mission Capable vehicle is one that can perform all of its combat missions without endangering the lives of its crew or operators. A vehicle is Not Mission Capable (NMC) when it cannot meet these conditions. FMC is a measurement of readiness over time, as measured in days. The calculation of the 90% within scope FMC rate will include time when:

- a. The vehicle is awaiting a maintenance task that is within the scope of this contract.
- b. The vehicle is awaiting a repair part that has a quantity of at least one in any ASL or PLL.

The calculation of the 90% within scope FMC rate will not include time when:

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- a. The only condition continuing the NMC status is a wait for a maintenance (or maintenance related) task that is outside the scope of this contract.
- b. The only condition continuing the NMC status is a wait for a repair part that is either at zero balance in all ASLs and PLLs or is not stocked in the ASL or PLL and the contractor has submitted a requisition for same through procedures IAW paragraph C.8.2
- c. The vehicle has been deadlined by a U.S. Army Safety of Use Message.

For purposes of FMC (and related statistics) calculation, all case vehicles will be considered as part of the same fleet. There will be two reporting periods, a monthly reporting period from the first day of the month to the last day of the month, and a quarterly period which is three consecutive months rolled into one. Measurement of the contractor's performance will be based on the within scope FMC rate for the quarterly period for the entire fleet. Definition of terms and directions for the calculation of FMC rate and related statistics are detailed within DID OT-95-10001.

H.14 Government Furnished Property: Pursuant to paragraph C.2.1, the contractor is responsible for providing any and all materials, equipment, tools, etc., necessary to accomplish this scope of work. The materials, equipment, tools, special tools and test equipment, etc. listed with Attachment 002, constitute the total, type and quantity, materials, equipment, etc. the contractor has identified from the list of GFP available as being required in the performance of this contract. The contractor is responsible for providing all materials, tools, special tools and test equipment, etc., in addition to or beyond those specifically offered within Attachment 002

H.15 KLF Property Management/Maintenance

H.15.1 The contractor shall establish and maintain a property management and accounting system in accordance with standard commercial practice to control, protect, preserve and maintain all KLF provided property utilized under the contract. Property records will identify KLF property, contractor property, and all subcontractor property by individual subcontractor. Contractor-titled property shall include all items acquired under the contract. KLF-titled property includes all property furnished by the KLF and contents of buildings assigned to the contractor via hand receipt and all items purchased under the contract by the contractor for use under this contract.

H.15.2 The contractor shall not be responsible for overhaul, reconditioning, replacement or major repair (other than normal routine, on-going maintenance) of any KLF-provided equipment/property/facilities in the contractor's possession. All equipment/property/facility turn-over shall be effected on an "as is, where is" basis representative of fair wear and tear.

H.15.3 Items determined to be excess during or at the end of this contract, including both contractor-titled and KLF-titled items, shall be inventoried and the inventory schedule submitted to the DCM Property Administrator/Plant Clearance officer for coordination with the COR for disposition in accordance with instructions from the KLF. Title to all contractor-titled property shall be transferred to the KLF at the conclusion of the contract or earlier if directed by the PCO.

H.15.4 The Government designees shall have access at all reasonable times to the property control records and to the premises in which any KLF property is located for the purpose of auditing the property control system and inspecting the property. Property control system audits shall include sampling from both KLF-titled and contractor-titled items with a value of \$5,000.00 and above.

H.15.5 Limited Risk of Loss

H.15.5.1 The Term "Contractor's managerial personnel," as used in this paragraph, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of -

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or
- (iii) A separate and complete major industrial operation connected with performing this contract.

H.15.5.2 The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract, except as provided in H.15.5.3 and H.15.5.4 of this contract.

H.15.5.3 The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage) -

- (i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;
- (ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to extent of such insurance or reimbursement;
- (iii) For which the Contractor is otherwise responsible under the express terms of this contract;
- (iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

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(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use protection, preservation, maintenance and repair of Government property as required by paragraph H.15.1 of this contract.

H.15.5.4 If the Contractor fails to act as provided in H.15.5.3(v) of this contract, after being notified in writing of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage -

- (i) Did not result from the Contractor's failure to maintain an approved program or system; or
- (ii) Occurred while an approved program or system was maintained by the Contractor.

H.15.5.5 If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear, or for its use in accordance with the provision of the prime contract.

H.15.5.6 Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Administrative Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Administrative Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Administrative Contracting Officer a statement of -

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All know interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

H.15.5.7 The contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that seperation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this paragraph in accordance with the following:

When this clause specifies an equitable adjustment, is shall be made to any affected contract provision in accordance with the procedures of the Changes clause (I-36). When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for -

- (i) Any delay in delivery of Government-furnished property;
- (ii) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (iii) A decrease in or substitution of Government-furnished property; or
- (iv) Failure to repair or replace Government property for which the Government is responsible.

However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph when making such equitable adjustment.

H.15.5.8 The Contractor represents that it is not including in the price and agrees it will not hereafter include in any price to the Government any charge or reserve for insurance (including any self-insurance fund or reserve) covering loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

H.15.5.9 In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property, or shall otherwise credit the proceeds to equitably reimburse the Government, as directed by the Contracting Officer.

H.15.5.10 The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not

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been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

H.15.6 If the contractor transfers KLF property to the possession and control of a subcontractor, the transfer shall not affect the liability of the contractor for loss, damage, or destruction to the property as set forth above.

H.16 Kuwait Airlines: In the performance of this contact, the contractor shall use Kuwait Airlines for travel into and out of Kuwait unless otherwise authorized by the COR.

H.17 Option to Extend Term of the Contract:

The Government may extend the term of this contract by written notice to the contractor up to 120 days prior to the completion of the contract. If the Government exercises this option, the extended contract shall be considered to include this option provision. Term of the option period is 1 April 2002 through 31 Mar 2003.

H.17.1 The Government may extend the term of this contract exercising option CLIN 0006AB by written notice to the contractor if such notice is provided by 31 July 2003. The period of this option is 1 October 2003 through 31 March 2004.

\* paragraph H.17.1 added by Modification P00009

\*\*\* END OF NARRATIVE H 001 \*\*\*